



**Registration of a Charge**

Company name: **THE BINDING SITE CORPORATION LIMITED**

Company number: **06979672**

Received for Electronic Filing: **09/08/2018**



X7C06TIJ

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**Details of Charge**

Date of creation: **03/08/2018**

Charge code: **0697 9672 0002**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**

Brief description: **N/A**

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by:

**CAROLINE MURPHY**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 6979672

Charge code: 0697 9672 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd August 2018 and created by THE BINDING SITE CORPORATION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th August 2018 .

Given at Companies House, Cardiff on 13th August 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

## SECURITY ACCESSION DEED

This Security Accession Deed is made on 3 August 2018

**Between:**

- (1) **The Binding Site Group Limited**, a company incorporated in England and Wales with registered number 05508774;
- (2) **The Binding Site Corporation Limited**, a company incorporated in England and Wales with registered number 06979672;
- (3) **Cidron (TBS) II Limited**, a company incorporated in England and Wales with registered number 07579841;
- (4) **Cidron (TBS) Midco Limited**, a company incorporated in England and Wales with registered number 07584267 (together with The Binding Site Group Limited, The Binding Site Corporation Limited and Cidron (TBS) II Limited the “**New Chargors**” and each a “**New Chargor**”); and
- (5) **HSBC Corporate Trustee Company (UK) Limited** as Security Agent for itself and the other Secured Parties (the “**Security Agent**”).

**RECITAL:**

This deed is supplemental to a debenture dated 16 April 2018 between, amongst others, the Chargors named therein and the Security Agent (the “**Debenture**”).

Now this Deed Witnesses as follows:

**1. INTERPRETATION**

**1.1 Definitions**

Terms defined in the Debenture shall have the same meaning when used in this deed.

**1.2 Construction**

Clauses 1.2 (*Construction*) to 1.5 (*Miscellaneous*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed.

**2. ACCESSION OF NEW CHARGOR**

**2.1 Accession**

Each New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

**2.2 Covenant to pay**

Subject to any limits on its liability specified in the Facilities Agreements, each New Chargor shall, as primary obligor and not only as a surety, promptly on demand of the Security Agent pay to the Security Agent and discharge any Secured Obligation when they become due.

**2.3 Specific Security**

Subject to paragraph 2.6 (*Excluded Assets*) below, each New Chargor, as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest by way of first fixed charge:

- (a) all the Investments, Shares and all corresponding Related Rights;
- (b) the Accounts; and
- (c) if not effectively assigned by paragraph 2.5 (*Security Assignment*) below, all its rights, title and interest in (and claims under) the Assigned Agreements.

#### 2.4 Floating charge

- (a) Subject to paragraph 2.6 (*Excluded Assets*) below, as further continuing security for the payment and discharge of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets, undertakings and rights together with all corresponding Related Rights including to the extent not effectively charged by way of fixed charge under paragraph 2.3 (*Specific Security*) or assigned under paragraph 2.5 (*Security Assignment*).
- (b) The floating charge created by each New Chargor pursuant to paragraph (a) of this paragraph 2.4 shall be deferred in point of priority to all fixed Security constituted by this deed.
- (c) The floating charge created by each New Chargor pursuant to paragraph (a) of this paragraph 2.4 is a “qualifying floating charge” for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

#### 2.5 Security Assignment

Subject to paragraph 2.6 (*Excluded Assets*) below:

- (a) as further continuing security for the payment and discharge of the Secured Obligations, each New Chargor assigns by way of security absolutely with full title guarantee to the Security Agent all its present and future rights, title and interest in the Assigned Agreements to which it is a party, subject to reassignment by the Security Agent to the relevant New Chargor of all such rights, title and interest on the Final Discharge Date; and
- (b) until an Acceleration Event has occurred and is continuing, but subject to Clause 5.3 (*Assigned Agreements*) of the Debenture and the Debt Documents, the relevant New Chargor may continue to deal with the counterparties to the relevant Assigned Agreements and, for the avoidance of doubt, shall be entitled to receive the proceeds of any claim under the Assigned Agreements.

#### 2.6 Excluded Assets

For the avoidance of doubt, all and any Excluded Assets owned by any New Chargor or in which any New Chargor has any interest shall be excluded from the charge created by paragraph 2.3 (*Specific Security*) and paragraph 2.5 (*Security Assignment*) of this deed and from the operation of Clause 4 (*Further Assurance*) of the Debenture.

#### 2.7 Consent of Existing Chargors

The existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture.

**2.8 Construction of Debenture**

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to “this deed” or “this Debenture” will be deemed to include this deed, unless the context otherwise requires.

**3. GOVERNING LAW AND JURISDICTION**

Clause 24 (*Governing Law and Jurisdiction*) of the Debenture shall apply to this deed *mutatis mutandis*.

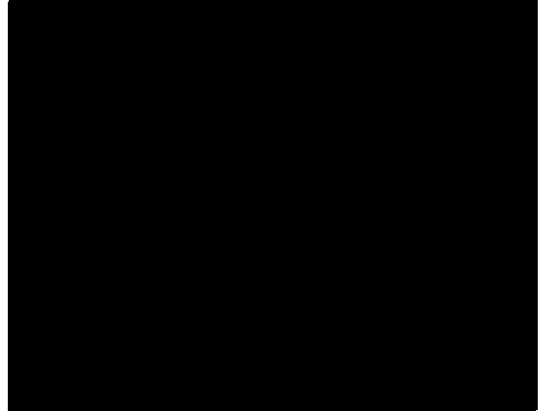
**In Witness** whereof this deed has been duly executed on the date first above written.

*[Signature pages follow]*

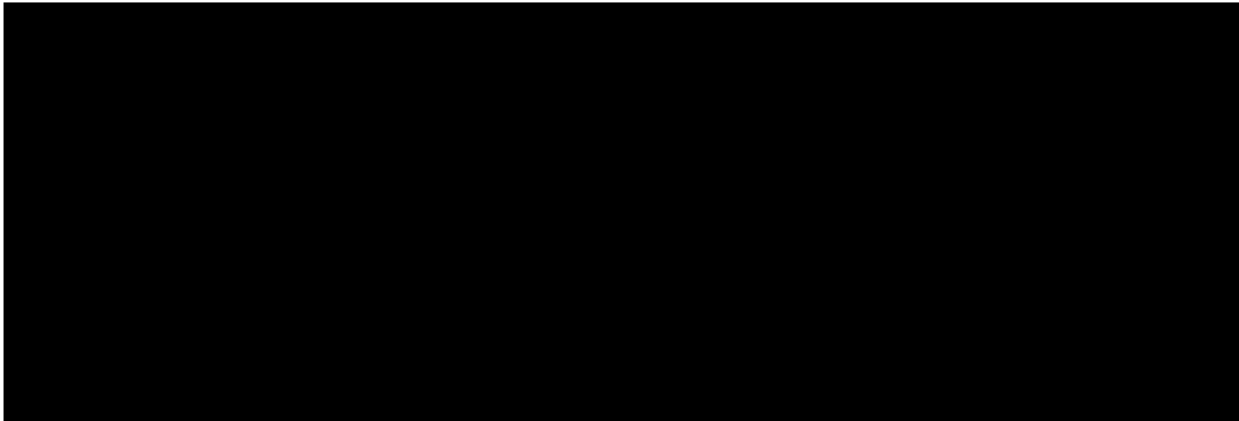
**Signatories to Deed of Accession**

**The New Chargors**  
**Executed as a Deed by**  
**THE BINDING SITE GROUP LIMITED**  
acting by:

}

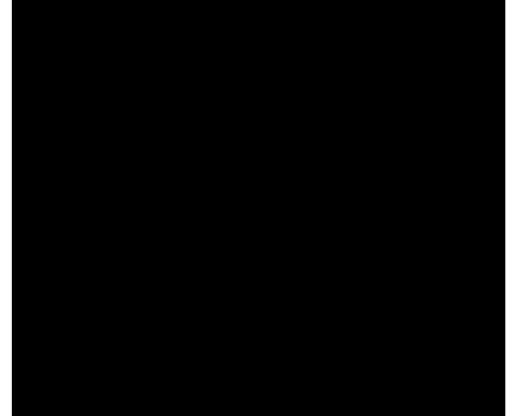


In the presence of:

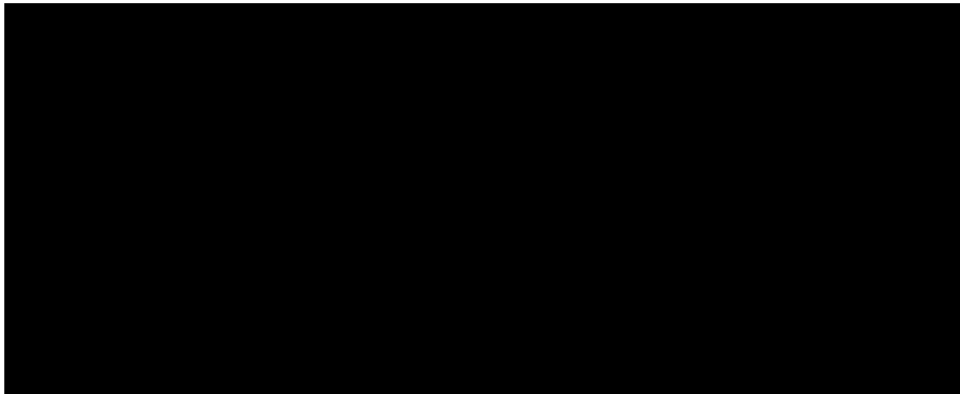


**Executed as a Deed by  
THE BINDING SITE CORPORATION LIMITED**  
acting by:

}



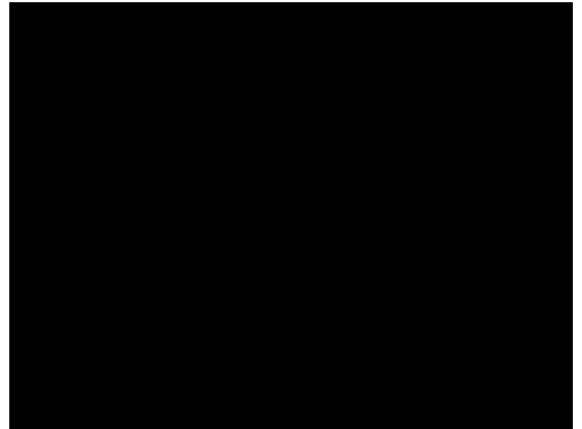
In the presence of:



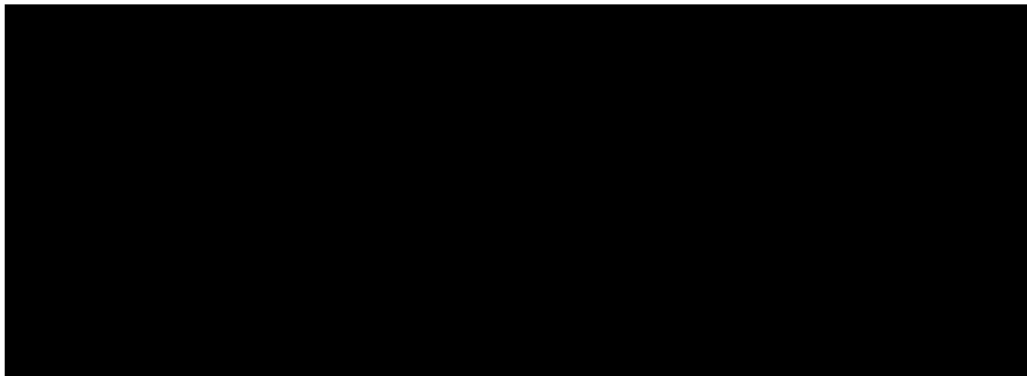


**Executed as a Deed by  
CIDRON (TBS) II LIMITED acting by:**

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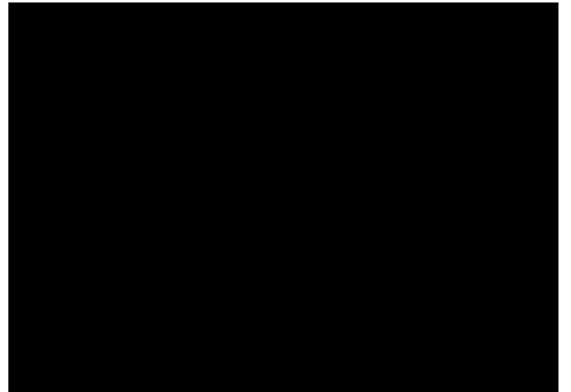


**In the presence of:**

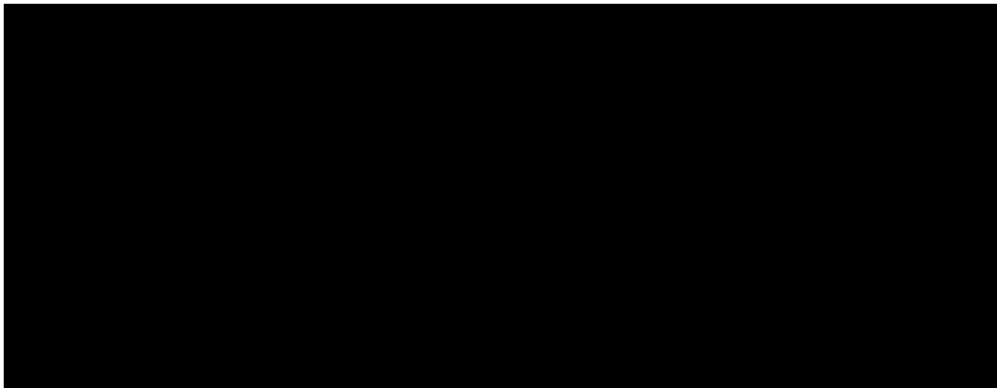


**Executed as a Deed by  
CIDRON (TBS) MIDCO LIMITED acting by:**

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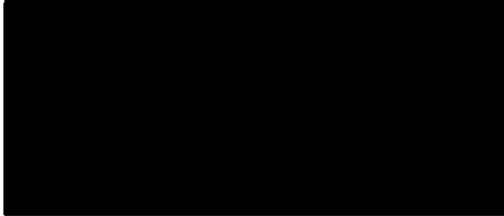


**In the presence of:**



**The Security Agent**

**Executed as a Deed by**  
**HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** as Security Agent

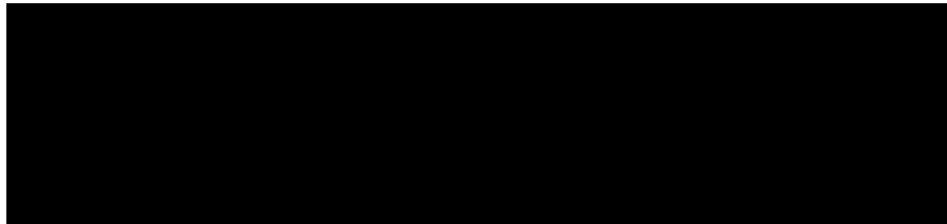


Address:

Fax No.:

Email:

Attention:



**SCHEDULE TO DEED OF ACCESSION**

**SHARES**

<b>Chargor</b>	<b>Name of company in which shares are held</b>	<b>Class of shares held</b>	<b>Number of shares held</b>
<b>THE BINDING SITE CORPORATION LIMITED</b>	<b>THE BINDING SITE GROUP LIMITED</b>	Ordinary	95,024
<b>CIDRON (TBS) MIDCO LIMITED</b>	<b>CIDRON (TBS) II LIMITED</b>	Ordinary	17,011,929